

Definitions/Abbreviations

As used throughout this Contract, the following terms shall have the meaning as set forth below:

1.0 DEFINITIONS

ADMINISTRATIVE CONTRACTING OFFICER (ACO) – Military Traffic Management Command, Global Intermodal Acquisition Division, 200 Stovall Street, Alexandria, VA 22332-5000, or his designee.

AGREEMENT - See "Contract".

AIRCRAFT, UNBOXED - Includes all vehicles designed primarily for flight, unboxed and completely or partially set up own wheels, pontoons, runners or special cradles.

BAGGED CARGO - Bagged cargo is defined as any commingling, homogeneous material shipped in cloth, paper or plastic sacks or bags. Such material may consist of, but is not limited to, dry chemicals, coal, ore, fertilizer, cement, charcoal, coke, mortar, salt, grains, coffee, sugar, peanuts and fruits and vegetables not requiring refrigeration.

BERTH TERM - See "Liner Terms".

BOATS - Includes all craft in excess of 35 feet in length assigned exclusively for use on or under water and may or may not include a cradle for stowage.

BREKABULK CARGO - Cargo that is not containerized.

BULK CARGO - Dry or Liquid Cargo which is not subject to mark or count, shipped in fluid or loose state and not packaged for ocean carriage in any manner, such as grain, ore, coal, chemicals, oil, liquid latex, etc.

CAR CARRIER - A trailer/container of open framework designed for carriage of automobiles or other unboxed vehicles.

CARGO NOS - Cargo not otherwise specified i.e., all dry cargo other than reefer and vehicles. Dry cargo refers to mixed or straight loads of the commodities listed in Military Standard Transportation and Movement Procedures (MILSTAMP).

CARGO TRAILER - See "Van".

CARGO UNIT - Two or more pieces of cargo received by Carrier at the same time which has the same consignor and consignee.

CARRIER - Any Carrier awarded a Contract pursuant to RFP DAMT01-02-R-0081, including its agents and subcontractors. The term "Carrier" is used interchangeably with the term "Contractor."

CHARTERER - See "Government".

CHASSIS - A platform equipped with running gear and front end support on which a container is placed for transport.

COMMERCIAL ZONE - The pickup and delivery limits of cities, ports and municipalities in the United States as defined by the Surface Transportation Board and published in 49 CFR Part 1048, on the date service is provided by the Carrier.

COMMON CARRIER - (Shipping Act of 1984 (46 U.S.C. App. 1701(6)) - A person holding itself out to the general public to provide transportation by water of passengers or cargo between the United States and foreign country for compensation that:

(a) assumes responsibility for the transportation from the port or point of receipt to the port or point of destination; and,

(b) utilizes, for all or part of that transportation, a vessel operating on the high seas or the Great Lakes between a port in the United States in a foreign country.

CONSOLIDATION - Practice of consolidating many less-than-container load cargo in order to make container load movements.

CONTAINER - A cargo conveyance which confines and protects the cargo from loss or damage, can be handled in transit as a unit and can be mounted and secured in or on marine, rail or highway equipment. Common types of containers are: weatherproof, dry enclosed, refrigerated, van, tank, non-weatherproof, open top, car Carrier, high cube, and flatracks or platforms.

CONTAINER DETENTION - Government ordered delay in commencement of drayage/line-haul (container staging) or Government delay in un-stuffing of containers at destination when total delay exceeds total free-time allowed.

CONTAINERIZABLE CARGO - Containerizable Cargo is defined as all cargo which can be physically loaded in or on a container.

CONTRACTING OFFICER - A Contracting Officer within the scope of that definition in Federal Acquisition Regulation 52-202-1, who has been appointed or designated as such by the Joint Traffic Management Office Command. (See Procurement Contracting Officer)

CONTRACTING OFFICER REPRESENTATIVE (COR) - Appointed in writing by the ACO. Responsible for, but not limited to, the following: Designates Quality Assurance Evaluators, monitors the contractor's performance in accordance with the Quality Assurance Surveillance Program, ensures contractor's compliance with reporting requirements, provides data for government reports, verifies/certifies services and conducts initial review of contractors claims.

CONTRACT - This document which contains the Contractual terms pursuant to which a Carrier agrees to accomplish transportation of such lawful cargo as may be tendered by the Government.

CONTRACT CARRIER - Any person who engages in vessel operating ocean transportation of passengers or cargo in the foreign commerce of the United States for compensation under a continuing contract with the Government for a specified period of time for the furnishing of such ocean transportation services through the dedication of space in its vessels, and for which the carrier assumes responsibility for that transportation from the port or point of receipt to the port or point of destination.

CONTRACTOR - See "Carrier".

CONTINENTAL UNITED STATES (CONUS) - Forty-eight contiguous states of the United States of America.

CUSTOM OF THE TRADE – The established practice generally accepted by the trucking, rail, and marine shipping industries in the geographic area where the service is provided.

DAYS - Shall mean calendar days unless specified otherwise.

DEAD FREIGHT - Liability to pay for space booked but not used.

DECK CARGO - Includes all cargo stowed in open spaces on deck except hazardous cargo which, in accordance with U.S. Coast Guard rules, must be stowed on deck.

DETENTION - Charges assessed against the Government for delaying the release of Carrier equipment beyond allowed free time.

DISCHARGING - The physical movement of cargo/container from the place of stowage on board a vessel to the pier.

DIVERSION - To change the booked destination of a loaded container after transit has commenced, but before the container has commenced final drayage/linehaul from the port of discharge.

DRAYAGE - The movement of cargo/container between the Carrier's terminal at the port where the cargo/container is loaded to or discharged from the vessel and another place within the commercial zone or modified zone of that United States port city or within a ten mile radius of that city's limits, by means other than the Carrier's principal vessels, such as by highway or railway.

DRY CONTAINER - A completely enclosed weatherproof container.

EXPLOSIVES - Includes all military explosives (STB Classes A, B, and C) and military lethal chemicals included within classes II through XI, Title 46, Code of Federal Regulations, Section 146.29-100 (Coast Guard Pamphlet No. 108) for which a permit for handling is required by Title 46, Code of Federal Regulations, Section 146.29-100. This category shall not include small arms ammunition and other items included in Class I of the aforementioned publication.

FLATCAR - A railroad car without weatherproof sides or top.

FLATRACK (PLATFORM) CONTAINER - A container without weatherproof sides and/or top. Includes platforms and flatracks with rigid or collapsible ends. They can be end loaded or top or side loaded.

FORCE MAJEURE - title of a contract provision exempting the parties for non fulfillment of their obligations as result of conditions beyond their control and without the fault or negligence of the breaching party. Examples of such causes are Acts of God or of Public Enemies, acts of the Government, fires, floods, epidemics and quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

FREE-IN-OUT - Loading and discharging services are to be performed by the Government.

FUTILE EFFORT - The good faith effort of a Carrier to accept cargo which is futile due to fault of the Government. Does not include the instance in which the Carrier spots a container for a particular booking which does not materialize, but is able to utilize the spotted container for another booking without returning the container to its place of origin.

GENERAL CARGO - All dry cargo other than refrigerated cargo and vehicles. Dry cargo refers to shipments of straight or mixed loads of the commodities listed in the Military Standard Transportation and Movement Procedures.

GOVERNMENT - The United States Government, its agents and Contractors, party to this Contract, and the consignees, their agents and Contractors unless used in a context to refer to another government such as a foreign or local government. Does not include Contractors party to this Contract. Ordering activities authorized under this Contract are included.

GOVERNMENT DIRECTED SOURCE - The contracts, agreements, tenders, and approved tariffs or freight rates issued or arranged by the Joint Traffic Management Office (JTMO) in which the contractors shall refer to for the over ocean movement of privately owned vehicles (POVs).

GOVERNMENT TRACTOR - A tractor used by the Government to transport the Contractor's containers placed on chassis or over-the-road trailers.

HAZARDOUS CARGO - A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated.

INOPERABLE - Not capable of being operated.

JOINT TRAFFIC MANAGEMENT COMMAND - (JTMO) Director, Joint Traffic Management Command, 200 Stovall Street, Room 10S07, Code MTOP-J, Alexandria, VA 22332-5000

LINEHAUL - The movement of a container between the Carrier's terminal at the port where the container is loaded to or discharged from the vessel and another place outside the commercial zone or modified zone of that United States port city or beyond a ten mile radius of the city limits by means other than the Carrier's principal vessels, such as by highway, railway, canal or river, or in specific instances by ferry or barge ship system.

LINER TERMS - The Carrier assumes all responsibilities and cost for the cargo from the port or point where the cargo is receipted for by the Carrier to the destination port or point where the Carrier makes the cargo available to the consignee.

LOADING - The physical movement of cargo/container from the pier to place of stowage on board a vessel.

LOW COST CARRIER - The Carrier which offers the lowest total cost for all services ordered in connection with handling and movement of a particular lot of cargo from origin to final destination, taking into account the density and stowage characteristics of the particular lot of cargo in relation to the types, sizes, configurations and weight carrying capacities of containers available for the movement.

MAIL - Includes all classes and types of postal matter.

MAIL EQUIPMENT - Includes sacks, pouches, and bags used for carriage of mail and locks or other devices used for sealing mail bags, pouches, sacks or containers.

MILITARY TRAFFIC MANAGEMENT COMMAND (MTMC) - Commander, Military Traffic Management Command, 200 Stovall Street Alexandria, VA 22332-5000.

MILSTAMP - Military Standard Transportation and Movement Procedures.

OCEAN CARGO CLEARANCE AUTHORITY (OCCA) - The MTMC activity that books DoD sponsored cargo for surface movement performs related contract administration, and accomplishes export/import surface traffic management functions for DoD cargo moving within the DTS.

OCONUS - Outside Continental United States

OPEN TOP CONTAINERS - A container without a permanently affixed metal top. Top is a removable tarpaulin which is supported by roof bows.

ORDERING ACTIVITY - Includes the Commander, Military Sealift Command or his designee, and Military Traffic Management Command, or his designee.

ORDERING OFFICER - Appointed by the Chief of Acquisition, MTMC, with a copy provided to the Carrier. Responsible for, but not limited to, the following: Books cargo and issue shipping orders, samples bookings for low cost, monitors cargo allocation, recommends addition/deletion of routes/services, authorizes substitution of equipment and authorizes staging.

OVER DIMENSIONAL CARGO- Cargo meeting all of the criteria stated in Section 4.5.4.

OVERSIZED BREAKBULK CARGO or Ro-Ro Cargo- Cargo that has any one dimension over forty (40) feet long, more than 8 feet wide or over 9 feet 6 inches in height, and as determined by the Ordering Officer, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. All wheeled or tracked vehicles regardless of size are excluded from this definition. Extra length charges are not applicable to cargo defined as oversized cargo.

OVERSIZED CONTAINER CARGO - Cargo which when stowed aboard a cellular container ship would require more space than the space needed to load a 45 ft long, 9'6" high, 8 ft wide dry container i.e., would require more than one (1) container space of this size. Exceptions to this definition are described as "Over Dimensional Cargo," as defined in Section 4.5.4.

OVERTIME DIFFERENTIAL COST (ODC) - Overtime Differential Cost is the difference in cost to perform cargo handling services during regularly scheduled working hours (as defined by the existing terminal tariff) and to perform the same services during non-regularly scheduled (overtime) working hours. For the purpose of this contract, ODC will apply in the Azores when it is incurred by the Government as a result of an express request by the vessel owner or his agent to perform such services on an overtime basis. ODC may include, but is not limited to, overtime costs for loading/unloading cargo to and from the vessel, bringing cargo to and taking it alongside the vessel within the terminal area, documentation and other administrative services, and extra wages or salary rates or charges related thereto (which may include the portion of the sum paid for pensions, health and welfare, payroll taxes and other fringe benefits in connection with work performance of the ordered services.

OWNER - See "Carrier".

PARTIAL SERVICE POVS - POVs moving between contractor operated CONUS/OCONUS VPCs and Government operated OCONUS VPCs.

PLACE DESIGNATED BY THE CONTRACTING OFFICER - Places within the commercial zone of United States ports or inland cities, and places within a ten-mile radius of the city limits of any U.S. port or inland city or limits of other places designated in the Schedule of Rates.

PLATFORM - A trailer/container with no sides or top, but only the floor.

PROCUREMENT CONTRACTING OFFICER (PCO) - Joint Traffic Management Office, Global Intermodal Acquisition Division, 200 Stovall Street, Alexandria, VA 22332-5000, or is designee.

PROTECTED STOW - The placement of cargo in a manner which can be stowed either above or below deck that will protect the cargo from wind, water, and other damages associated with the weather and sea.

RAIL INTERMODAL EQUIPMENT - A unit for transporting commodities in trailer or container on freight-car service from point to point, constructed in such a manner that it may be mounted and secured on a car, chassis or bogie for the purpose of such locomotives.

RECEIVING ACTIVITY - Place, other than the Carrier's terminal, designated by the OO for receipt of cargo/containers from the Carrier for stuffing or un-stuffing.

RECYCLABLE MATERIAL SERVICE. The Carrier's recyclable material service shall consist of transporting such materials in 20 and 40 foot dry containers from Azores to CONUS. The Carrier will be compensated for this service in accordance with the rates set forth in CARE-SM II System.

REFRIGERATED CARGO - Cargo requiring controlled temperature storage during transportation and storage.

a. Non-self-sustaining. A refrigerated container which requires a power or fuel source, not mounted on the reefer or its chassis, to operate the refrigeration unit.

b. Self-sustaining. A refrigerated container which does not need an external power or fuel source, and upon which a self-contained power unit is mounted, either on the container or its accompanying chassis. The container is self-sustained only while the power unit and its fuel source is mounted. If the power unit or fuel source is removed or the power unit cannot be operated for reasons other than maintenance, the reefer is non-self-sustaining. However, if the Government chooses not to operate the power unit (if operable), the reefer is considered self-sustaining.

REFRIGERATED CONTAINER - A weatherproof container used for the carriage of controlled temperature cargo which is properly insulated against the effects of temperature outside the container and is equipped with mechanical, thermostatically temperature controlled air circulation or air exchange cooling equipment with venting capability capable of providing temperature protection to cargo (between plus 75 degrees and minus 10 degrees Fahrenheit).

a. Non-self-sustaining. A refrigerated container which requires a power or fuel source, external to the refrigerated container or its chassis (e.g., independent power source such as an electrical plug), to operate the refrigeration unit.

b. Self-sustaining. A refrigerated container which does not need an external power or fuel source, and upon which a self-contained power unit is mounted, either on the container or its accompanying chassis. The container is self-sustained only while the power unit and its fuel source is mounted. If the power unit or fuel source is removed or the power unit cannot be operated for reasons other than maintenance, the reefer is non-self-sustaining. However, if the Government chooses not to operate the power unit (if operable), the reefer is considered self-sustaining.

REGULARLY SCHEDULED SAILINGS - Sailings at regular intervals maintained between the same port ranges and consisting of regular arrivals and departures along an established route.

RELAY- A service by which an ocean Carrier serving the port of origin by direct vessel call with one of its vessels and the port of destination by direct vessel call with another of its vessels provides transportation between such ports via an intermediate port served by both vessels and at which cargo is transferred from one vessel to the other.

REQUIRED DELIVERY DATE - Date by which cargo must reach the ultimate consignee as determined by the OO.

RESPOT SERVICE. - Service that consists of moving a container for stuffing from the initial point of delivery within a facility to another point within that facility.

SHORT STOP - To stop a stuffed container at a point where the OO has elected to take delivery, with final delivery to be performed by the Government.

SINGLE FACTOR RATE - A single rate that includes all segments of the international transportation move from origin to destination.

SMALL ARMS - Small arms includes rifle and shoulder fired grenade launchers, handguns, individually operated weapons which are portable or can be fired without special mounts or firing devices, light automatic weapons up to and including .50 caliber, mortars up to and including 81 mm, recoilless rifles up to and including 106 mm, rocket launchers, and shoulder fired weapons.

SPOT - The placement of a container for stuffing or stripping.

STRIPPING - The process of unloading a container.

STUFFING - The placement of cargo into a container, including any necessary chocking, bracing, or dunnaging.

SURFACE TRANSPORTATION BOARD (STB) – The agent of Congress designated to implement the Interstate Commerce Act which regulates rates, rules and practices of rail transportation lines engaged in interstate traffic, motor carriers, common and contract water carriers operating in domestic trade, and freight forwarding companies.

TALLY - Supervise and make accurate, appropriately documented records of cargo being loaded and unloaded, time received, and condition on arrival.

TANK CONTAINER - A weatherproof container used for transporting bulk liquids.

TENDER - Cargo physically accepted by the carrier for loading on its vessel for a particular voyage, or released by the Government to the carrier for loading on its vessel for a particular voyage.

TRACTOR - A motor vehicle designed primarily for hauling containers/trailers over the road.

TRAILER - A vehicle designed without motive power, to be drawn by another vehicle

TRANSSHIPMENT - Service by which one ocean Carrier serving a port of origin by direct vessel call and another such Carrier serving a port of destination by direct vessel call provide transportation between such port via an intermediate port served by direct vessel call of both Carriers, and at which cargo will be transferred from one Carrier to the other.

UN-STUFFING - See "Stripping."

VAN - A motor vehicle permanently mounted on undercarriage and wheels.

VEHICLES - Includes all types of land or amphibious vehicles, set up on its own wheels or tracks, whether or not self-propelled, but excludes railroad locomotives.

VEHICLE PROCESSING CENTER (VPC) - Designated Government and Contractor 's facilities and/or space used for POV operations.

WEIGHT CARGO - Cargo for which, by virtue of its weight, special permits or special handling is required by law or regulation.

WHARFAGE - The charge for the use of a wharf or dock.

WHEELED OR TRACKED VEHICLES (UNBOXED AND CONTAINERIZABLE) - Includes all types of unboxed, land or amphibious equipment or conveyances, set up on wheels or tracks, whether or not self-propelled, but excluding railroad locomotives and set up railroad rolling stock. Vehicles shall be freighted on the basis of extreme dimensions as offered for shipment.

WORKING DAY - Excludes weekends and locally observed holidays.

2.0 ABBREVIATIONS/ACRONYMS

ACCT	-	Account
ACO	-	Administrative Contracting Officer
CAR	-	Carrier
CAT	-	Category
CFR	-	Code of Federal Regulations
CDRMTMC	-	Commander, Military Traffic Management Command
COGSA	-	United States Carriage of Goods by Sea Act
COJTMO	-	Commander, Military Sealift Command
CONUS	-	Continental United States
CTA	-	Central Technical Activity
DOD	-	Department of Defense
DTS	-	Defense Transportation System
DFARS	-	Defense Federal Acquisition Regulation Supplement
EDOB	-	Estimated Date on Berth
ETA	-	Estimated Time of Arrival
ETD	-	Estimated Time of Departure
FEU	-	Forty Foot Equivalent Unit
FCL	-	Full Container Load
FAR	-	Federal Acquisition Regulation
FIO	-	Free In and Out
GOVT	-	Government
GBL	-	Government Bill of Lading
GOH	-	Garment on Hangers
LB(S)	-	Pound(s)
LT	-	Liner Terms
L/T	-	Long Ton (2,240 Pounds)
MBM	-	1,000 Feet Net Board Measure
JTMO	-	Military Sealift Command
MT	-	Measurement Ton (40 Cubic Feet)
N/C	-	No Charge
NO(S)	-	Number(s)
OCNUS	-	Outside Continental United States
PCO	-	Procurement Contracting Officer
POV	-	Privately Owned Vehicle
RDD	-	Required Delivery Date
REEFER	-	Refrigerated Container
REV	-	Revised
RFP	-	Request for Proposals
RI	-	Route Index
RLD	-	Required Loading Date
SA	-	Shipping Agreement
ST	-	Short Ton (2,000 Pounds)
TEU	-	Twenty Foot Equivalent Unit
TGBL	-	Thru Government Bill of Lading
USC	-	United States Code
VEH	-	Vehicles

CLEARANCE ORDER/SHIPPING ORDER

MTMC FORM 4612-1 (REV. 3/71-S/N 0104-121-3002

This order confirms cargo booking as indicated and reflects the approximate tonnages and details of cargo as available at the time of booking Freight will be based upon the cargo actually entered on the cargo manifest, bill of lading as appropriate										ORDER NO.																	
FROM					TO					SHIP NAME					VOYAGE NO.												
										AGENT																	
USNS										TC		VC		GAA		MST		SHIPPING CONTRACT/AGREEMENT									
																		BILL OF LADING									
CARGO				LOADING								DISCHARGING															
CAT NO	DATE BOOKED	DESCRIPTION	WEIGHT/ CUBE	I NLAND ORIGIN	LOADING PORT	TERMINAL/ PIER NO.	EDOB	RLD	GOV ACC	CAR ACC	OTHER	DISCHARGE PORT	ETA	INLAND DESTINATION	RDD	GOV ACC	CAR ACC	OTHER									
DISTRIBUTION					OTHER PARTICULARS																						
This shipment is to be routed as indicated , and any ocean bill lading issued to cover the above cargo must show the rates, terms and conditions as stated herein																											
TYPED NAME OF CONTRACTING OFFICER					SIGNATURE																						

OCEAN CARRIER PAYMENT PROCEDURES

1.0 Section 1 – Traditional Payment Method

Carriers are entitled to receive basic freight payment within 30 days upon delivery of the cargo to the ultimate destination cited on the Shipping Order (SO). Payment will be computed for each container, breakbulk or Roll On/Roll Off (RO/RO) shipment and will consist of the sum of all payments due for all services ordered and furnished as described on the shipping order. Basic freight and accessorial payment will be based on the schedule of rates established for Azores. All payments earned will be made in accordance with the Federal Acquisition Regulation (FAR) 52.212-4. The shipper must submit Transportation Control and Movement Document (TCMD) data for each container load of cargo or for each Transportation Control Number (TCN) pertaining to a breakbulk shipment. This information is utilized to produce an ocean manifest. The ocean manifest is compared to the SO for payment purposes. The SO is generated once the booking is made and contains all relevant booking data. When a discrepancy exists between the ocean manifest and the SO, the paying officer will advise the Contracting Officers Representative (COR) or the Ordering Officer (OO). The COR, in conjunction with the OO, will take action to resolve the issue. Failure on the part of the Government to produce an accurate cargo manifest in a timely manner will not preclude the carrier from submitting an invoice upon delivery of the cargo. The carrier must submit required documentation (Electronic Data Interchange (EDI) EDI 315 Transaction Set) as mandated by the contract. This documentation may be utilized to confirm that services were performed. The carrier is not entitled to payment if services performed were not requested or approved by the Contracting Officer (CO) or his/her designee prior to performance.

1.1 Container

1.1.1 Basic Freight

The carrier may submit, in accordance with the SO, a certified invoice for origin linehaul and ocean freight to the Military Traffic Management Command (MTMC) activity designated as the paying office after a stuffed container has been picked up by the carrier or has been received at their terminal for movement. The invoice should be broken down by Contract Line Item Number (CLIN) for the service being invoiced, i.e., drayage, linehaul, ocean transportation, accessorial, and must contain the following statement: *I hereby certify that the above bill is correct and just; and services were performed as ordered.* In addition, **Figure 1, Sample Billing-Invoice**, of this attachment, depicts all of the information that the carrier should provide. Once a container has been off-loaded at the port of discharge (POD), the carrier may be paid the basic ocean rate and payment for any drayage or linehaul service performed prior to loading. Payment of freight shall be based on the number, size and type of container or the tonnage shown on the manifest, whichever is applicable. The Government may use any information available to it to establish container discharge for purposes of payment. Discharge of the container will be deemed to have occurred upon expiration of two (2) working days after arrival of the vessel at the POD. The MTMC paying offices are listed below:

- **Area of Responsibility: Export from United States, Central and South America, and the Caribbean Islands.**

Military Traffic Management Command
Deployment Support Command
Attn: RM-I
661 Sheppard Place
Fort Eustis, VA 23604-5000

Telephone: 757-878-8380 DSN: 927-8380
Facsimile: 757-878-7895 DSN: 927-7895

Point of Contact: Isaac McGlothen
Email: Mcglotheni@mtmc.army.mil

- **Area of Responsibility: Export from Continental Europe, United Kingdom, Ireland, Baltic, Mediterranean, Middle East, South Asia, Indian Ocean and Africa.**

598th Transportation Group
Payment Certification and Billing Division
(MSC London)
Doe Complex, Block 1, Wing 5
Lime Grove, RUISLP
Middlesex HA4 8RT, United Kingdom

Telephone: 44-208-385-5383
Facsimile: 44-208-385-5195

Point of Contact: Mr. Wickersham
Email: wickersj@pcbo.mtmc598th.army.mil

- **Area of Responsibility: Export from Far East, Australia, New Zealand, Marshall Islands (Kwajalein), Guam, Hawaii**

599th Transportation Terminal Group
Carrier Invoice and Payment Branch
Bldg. 200, Room 101
Mizuo-San Ban Bashi Nai (North Dock)
Mizuo-Cho Kanagawa-Ku
Yokohama, JA
- OR -
PSC 471, FPO AP 96347

Telephone: 81-045-451-0179 DSN: 269-6102
Facsimile: 81-45-451-3664 DSN: 269-6147

Point of Contact: Jeff Hammond
Email: Hammondj@836tb.yokohama.army.mil

Destination linehaul freight shall be paid upon delivery of the container to its ultimate destination. Delivery may be established based on certification of delivery by the CO or his/her designated authority resulting from information available to the Government. A copy of a receipt signed by the consignee or its agent may also be used to establish delivery. Delivery to the ultimate consignee will be deemed to have occurred upon placement of a container at the ultimate destination or upon expiration of two (2) working days after the carrier tenders the container for delivery.

When a stuffed container is picked up by the carrier or delivered to the carrier for movement under a single factor rate, the carrier may submit to the MTMC activity designated as the paying office a certified invoice broken down by CLIN and in accordance with the SO. Upon discharge of a container at the POD, the carrier will be paid the full amount of the applicable single factor rate. Payment of freight will be made based on the number of containers or the tonnage and cargo shown on the manifest, whichever is applicable.

1.1.2 Stop-offs

When stop-off service is performed, the carrier will be entitled to the freight based on the drayage or linehaul rate either to the point of origin or destination, or to a stop-off point, whichever is greater. When more than one (1) pickup or delivery location within the contiguous property of the vendor or activity is required for the same container, 33% of the appropriate stop-off rate shall be applied for performing a delivery or pickup at each additional location.

1.1.3 Detention

Detention invoices must be submitted to the CO's representative designated to certify such invoices not later than six (6) months after vessel discharge. Detention invoices received after that time will not be certified for payment and the carrier waives any right to payment, unless the delay is due to a Government failure to provide documentation in a timely manner. **Figure 2, Standard Billing Detention Form**, depicts all of the information that the carrier should provide on their invoice.

1.2 Breakbulk

1.2.1 Basic Freight

When the vessel loaded with Government cargo sails, the carrier may submit a properly certified invoice to the MTMC paying office. The carrier is entitled to payment upon the delivery of the cargo at the POD. The delivery of the cargo shall be deemed to occur upon the estimated date of arrival at the discharge port as provided by the carrier on the invoice. When the carrier submits the invoice at the time of sailing, payment shall occur within 30 days from the date the invoice is received by the paying office. If the invoice is submitted upon the vessel's arrival at the POD, payment will be made within 30 days after delivery. Payment will be made on the basis of manifested measurement tons (MsTs) of 40 cubic feet or 2240 lbs., whichever produces the greater revenue.

The carrier must submit a properly certified invoice similar in format to **Figure 1, Sample Billing Invoice**. The invoice must contain the following statement: *I hereby certify that the above bill is correct and just; and services were performed as ordered.* The invoice should be broken down by CLIN and indicate the TCN, ocean freight and any accessorial services, including outport arbitrary, extra length, liner terms and Barge Freight All Kinds (FAK), ordered by the booking office and performed by the carrier. A copy of the MTMC manifest, supplements or adjustments is not required but can be attached for the convenience of the carrier and the paying office.

1.2.2 Demurrage

Any time lost in conjunction with damages caused by the Government stevedores will be for the account of the Government and payable, at the demurrage rate, upon presentation of a properly supported and certified invoice. The carrier must provide all invoices related to demurrage to the COR, who will verify the services and certify the invoice for payment.

1.3 Payment Issues Common to both Breakbulk and Container Carriers

1.3.1 Additional Charges

The carrier shall pay all charges and expenses incurred for the account of the Government, which are not covered under an accessorial rate and which are not paid directly by the Government or the consignee. These charges may include dues, charges, duties and taxes customarily levied on the cargo. The carrier will present properly supported invoices to the local COR/OO, who will verify, certify and authorize reimbursement by the paying office.

1.3.2 Service Changes

Any service changes ordered, such as diversion of cargo to another POD or vessel terms of carriage, after lift has occurred will be reported to the paying office, with a copy to the origin COR and the Deployment Support Command (DSC) Booking Office, via email or facsimile by the entity authorizing the change. In CONUS, the COR/DSC Booking Office will verify the services and provide authorization to the paying office.

1.3.3 Discrepancy Resolution

When the amount charged by the carrier differs from the services provided, as listed on the MTMC manifest and/or the SO, the paying office will resolve the differences with the DSC Booking Office, documentation office and or the cargo management office. The carrier should contact the paying office to resolve any under or over payments.

When a carrier is aware of any discrepancies in the military manifest, the carrier should contact the local documentation office to obtain a corrected manifest. The carrier may invoice the Government for the remainder of the freight movement while working with the documentation office to obtain a manifest adjustment or the carrier may delay the invoice until the entire manifest is correct. The carrier may be required to provide evidence (i.e., cargo survey reports reflecting discrepancies, corrected TCMDs, etc.) to support the change. The documentation office will correct the data entries in Worldwide Port System (WPS) resulting in a properly documented manifest.

2.0 Section 2 – Management Reform Memorandum 15 (MRM 15) Payment Method

MRM 15 containers can be identified by a “M” in the 11th position of the TCN. The MRM 15 program is currently required only for Continental United States (CONUS) outbound containers. Ultimately, the process will be implemented for Outside CONUS (OCONUS) outbound containers as well as breakbulk and RO/RO cargo. Thirty days prior to the implementation of MRM 15 OCONUS and for all breakbulk shipments, the carrier will be contacted and advised of pending enforcement. Under MRM 15 procedures, carriers are entitled to receive basic freight, in addition to accessorial services ordered, when the confirmation of lift is recorded in PowerTrack. Payment will be computed based on the booking, the Shipping Instruction (SI), the Verified Shipping Instruction (VSI) and the carrier’s EDI 315 Transaction Set– “VD” Vessel Departure. If there is a mismatch among the four (4) documents, the appropriate party will make corrections before payment is made. Any post lift change in service orders, including diversions and detention will be processed via the PowerTrack eBill process. Any illegal service changes executed by the carrier will not be paid. The principal Government participants in the process are, MTMC DSC Booking, Documentation and Resource Management (RM) Offices, MTMC OCONUS booking offices, MTMC OCONUS Ports (PODs), MTMC Contracts Office and the Integrated Booking System Project Management Office (IBS-PMO). The MRM 15 Points of Contact are listed below:

Military Traffic Management Command
Deployment Support Command
661 Sheppard Place
Fort Eustis, VA 23604-5000

Telephone: 757-878-xxxx or DSN: 927-xxxx
Facsimile: 757-878-xxxx or DSN: 826-xxxx

Office	Point of Contact	Tel.	Fax. Ext.	Email
Documentation Division	Joe Repp	8621	8625	Reppj@mtmc.army.mil
DSC Booking Office	Margaret Sitts	5348	1810	Sitts@mtmc.army.mil

DSC Booking Office	Jim Hudgens	5110	1810	Hudgens@mtmc.army.mil
Paying Office	Isaac McGlothen	8380	7895	Mcglotheni@mtmc.army.mil

The primary functions in the MRM 15 payment process include the booking, documentation, cargo movement and customs clearance, carrier payment request and carrier payment. Unique MRM 15 requirements for documentation and cargo movement, as they relate to payment, are clarified below.

2.1 Documentation

Accuracy in documentation is the key to accurate billing and payment. The shipper will generate the SI/ TCMD, the carrier the EDI 315 Transaction Set “VD”. The MTMC DSC Booking Office will perform all documentation-based changes in IBS-Commercial Sealift System (CSS). The DSC Booking Office, working with the shipper and/or carrier, will receive all updates and enter them into IBS-CSS. Carriers will have access to the IBS-CSS website to view, but not change the booking, SI, VSI or EDI 315 data.

2.1.1 IBS-CSS will compare the booking with the SI. All workload data matching between booking and SI data will be performed and stored in IBS-CSS prior to transmitting it as a “priced-out VSI” to the carrier and PowerTrack. If there is not a match at the field level for one of the primary data elements, the SI will be neither “verified” nor priced-out until the discrepancy is reconciled. The primary data elements are: Port Call File Numbers (PCFN), Port of Embarkation (POE), POD, consignee Department of Defense Activity Address Code (DoDAAC), carrier Standard Carrier Alpha Code (SCAC), van type and size, commodity code, number of stop-offs, if any, and location, origin and destination term (referred to as contract terms in IBS-CSS) and contract number.

2.1.1.1 If there is a match between the booking and the SI, the VSI is created and stored in the Integrated Booking System (IBS) and transmitted to the carrier (unpriced) to provide the shipment details. It is also transmitted through the IBS pricing module to generate a “priced-out VSI” to PowerTrack for carrier payment. This price will be calculated based on the services ordered.

2.1.1.2 If there is a mismatch between the booking and SI data, the DSC Booking Office will contact the shipper to resolve the discrepancy and make the necessary changes in IBS-CSS. Corrections to mismatched data are to be reconciled in IBS-CSS within three (3) Government business days from the time the mismatch is flagged. After the correction has been made, the VSI will be generated, priced out and transmitted to PowerTrack.

2.1.1.3 In the event “vessel cutoff” has occurred, and the SI has not been received by IBS, the carrier will notify the DSC Documentation Office, who in turn will contact the shipper to determine if the SI was submitted or not. If the SI was submitted but not received, the MTMC IBS Branch will research and resolve the problem with the shipper. If the SI was not submitted, the DSC documentation office will insure that the shipper submits the data.

2.1.2 EDI 315 Transaction Set – “VD” Vessel Departure

The carrier will generate and transmit the EDI 315 Transaction Set to IBS via the Department of Defense (DoD) EDI mailbox for the “VD” Vessel Departure event. The carrier will generate and transmit one (1) EDI 315 Transaction Set for each container lifted. They will also transmit EDI 315 Transaction Set data to U.S. Bank for entry into PowerTrack.

2.1.2.1 In the event an EDI 315 Transaction Set is not received by IBS, the DSC Documentation Office will contact the carrier to determine if lift has occurred and if the EDI 315 Transaction Set was submitted. If the EDI 315 Transaction Set was submitted, the MTMC IBS Branch will research and resolve the

problem with the carrier. If the EDI 315 Transaction Set was not submitted, the DSC Documentation Office will insure that the carrier submits the data.

2.1.2.2 In the event an EDI 315 Transaction Set is not received by PowerTrack, the DSC Documentation Office and the carrier must first mutually agree that lift has occurred and then concur on the correct data. The carrier will search PowerTrack for orphan records. If orphan records are found, it will be updated. If orphan records are not found, the carrier will enter the correct EDI 315 Transaction Set data in PowerTrack.

2.1.3 IBS-CSS will compare the VSI and the carrier's EDI 315 Transaction Set. This will verify that the container was lifted, order rules were not violated, terms for carrier payment are still valid and accurate, and that cargo routing is the same as ordered. The data fields for verification are: POE, POD, consignee DoDAAC, consignor DoDAAC, contract number, carrier, van type and size, ship name, sail date, contract terms (origin/destination code for the container), container number, voyage number (commercial), van owner, International Radio Call Sign (IRCS), and military Voyage Document (VoyDoc).

2.1.3.1 If there is a match between the VSI and EDI 315 Transaction Set, nothing further will be transmitted to PowerTrack for carrier payment.

2.1.3.2 If there is a mismatch between VSI and EDI 315 Transaction Set data that *does not result in a price change*, the DSC Booking Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS. Nothing further will be transmitted to PowerTrack.

2.1.3.3 If there is a mismatch between the VSI and EDI 315 Transaction Set data *that results in a price change*, (from the original priced-out VSI transmitted to PowerTrack), the DSC Booking Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS. Once the discrepancies are resolved, IBS-CSS will re-price the VSI and re-transmit to PowerTrack.

If carrier payment had not yet been executed via PowerTrack, the "re-priced VSI" will serve as the Government's expected charges. If payment has been executed (using the original priced-out VSI), the price variance will be offset via the eBill process.

2.2 Cargo Movement

2.2.1 The DSC documentation office will insure the carrier is provided with a VSI or Provisional Instruction (PI) prior to vessel cutoff. The carrier will perform services according to the PI if the VSI is unavailable.

2.2.2 If service changes occur, including diversions, after lift has occurred, the entity ordering the change will notify the DSC Booking Office. The DSC Booking Office will notify DSC-RM so that any required rate adjustments can be made in PowerTrack. The notification will be made by email or facsimile.

2.2.2.1 If the change of service was initiated by the DSC Booking Office, they will notify DSC-RM.

2.2.2.2 If the change of service was initiated by MTMC Overseas booking office (Ocean Cargo Clearance Authority (OCCA)), they will notify the DSC Booking Office as well as DSC-RM.

2.2.2.3 If the change of service was initiated by the MTMC Port (POD), they will notify the DSC Booking Office as well as DSC-RM.

2.2.2.4 If the change of service was initiated by the carrier, they will notify the DSC Booking Office, who will notify the shipper, MTMC Port (POD), MTMC Overseas booking office (OCCA), and DSC-RM.

The DSC Booking Office will verify the new services ordered and authorize DSC-RM to make the change in PowerTrack.

2.2.3 In the event the change of service ordered is outside the scope of the contract, DSC-RM will notify the CO or his/her designated representative, who will insure the legality of the transaction.

2.2.3.1 If the change of service ordered is deemed to be legal, the CO will establish a rate for payment to the carrier and notify DSC-RM.

2.2.3.2 If the change of service ordered is illegal, the CO will notify the DSC Booking Office, who will contact the carrier and ordering entity to stop the execution of the service change order.

2.2.3.3 If the illegal service change order has already been executed, the carrier is not entitled to payment.

2.3.3.4 In the event the change of service is a diversion, the entity ordering the change will also notify the carrier and the MTMC Port representative at the new POD. The MTMC Port (POD) will then access IBS-CSS and pull down the shipping information for customs clearance using the "POD Diversion" function.

2.2.3.5 In the event there are detention charges associated with a container, the carrier will notify the DSC-RM, who will in turn initiate the government's verification process of the changes.

2.3 Carrier Payment Request

2.3.1 The carrier will have the option of sending an electronic invoice to PowerTrack or using the invoiceless approach. Regardless of the option chosen, the carrier is required to submit EDI 315 Transaction Set - "VD" Vessel Departure event for each container to confirm lift. If the EDI 315 Transaction Set is not received, PowerTrack will not complete the payment process.

2.3.1.1 A transaction in PowerTrack can be updated with data from IBS-CSS or the carrier prior to remitting payment. PowerTrack will accept and replace transaction sets with the most recently submitted data. In situations where transactions are updated, comments must be documented in PowerTrack for audit purposes.

2.3.1.2 In the event that a data update results in a price change after a transaction has been approved for payment, but prior to execution of the transaction (invoiceless manual payment approach), the transaction will not be executed. DSC-RM and the carrier will be notified in an on-line exception report. DSC-RM will reconcile the discrepancy in order for the transaction to be re-approved in PowerTrack.

2.3.1.3 In the event that a data update is transmitted to PowerTrack, but payment has been executed, DSC-RM and the carrier will be notified and will resolve any price changes via the PowerTrack eBill process.

2.3.2 Post lift changes, to include diversions and detention charges will be paid through PowerTrack. The carrier will submit an e-bill to PowerTrack. DSC-RM will coordinate with the booking and/or cargo management office who will certify for payment. Liquidated damages or payments resulting from failure to meet contractual guarantees will be handled in the traditional method.

2.3.3 All pricing details by PCFN, container or type service level will be viewable in PowerTrack via the Internet. Carriers will not have the capability to view the price in IBS-CSS prior to sending an invoice/payment request (or EDI 315 Transaction Sets for the invoiceless approach) to PowerTrack.

2.3.3.1 VSI data will be priced out at the ocean freight, accessorial and type service level for transmission to PowerTrack.

2.3.3.2 Carrier invoices must separate the charges into the type service level.

2.3.3.3 If a priced-out VSI has not been generated by the time the carrier's EDI 315 Transaction Set is received by PowerTrack, the DSC documentation office will insure that one is transmitted to PowerTrack

within three (3) Government business days from the time the EDI 315 Transaction Set was received in PowerTrack.

2.4 Carrier Payment

2.4.1 The carrier payment process cannot begin until there is a confirmation that services have been performed. The event to confirm that services have been performed will be the receipt of the carrier's EDI 315 Transaction Set for the "VD" – Vessel Departure event. Confirmation of lift must be recorded in PowerTrack before the carrier can be paid.

2.4.2 Carriers will have the option of either submitting an electronic invoice to PowerTrack or not. If the carrier is submitting an invoice (the invoice approach), they will not have the option for manual payment approval (auto-pay only). The carrier will submit their invoice data to PowerTrack after vessel departure. If the carrier is not sending an invoice (the invoiceless approach), payment can be executed either automatically or manually, depending on the carrier's preference. The carrier will have the option of establishing a tolerance level with the bank outside of which payment will not be automatic. If the tolerance level is exceeded, the entire transaction will be put on hold, and no payment will be made until the carrier and DSC-RM reach a resolution.

2.4.2.1 Invoice Approach – If the carrier has elected to submit an invoice, payment can be executed under the auto-pay approach if the dollar amounts in MTMC's priced-out VSI equal the amount in the carrier's invoice transmission, and if the PCFN, van owner, container number and service type match as well.

2.4.2.2 If the priced-out VSIs and the carrier's invoice do not match, payment can be made to the carrier at the lower of the two (2) amounts. After payment has been executed, the carrier and DSC-RM will resolve the discrepancy, and the resulting offset will be adjusted via the eBill process.

2.4.2.3 Invoiceless Approach – If the carrier elects the invoiceless approach, they will only send the EDI 315 Transaction Set "VD" to PowerTrack. PowerTrack will automatically generate a payment transaction when the carrier's EDI 315 Transaction Set enters PowerTrack and there is a match between the EDI 315 Transaction Set and MTMC's priced-out VSI. This matching is done at the PCFN-container level, and must match van owner and container number.

2.4.3 Under the manual approach, available only under the invoiceless choice, the carrier will have three (3) Government business days to access PowerTrack and either accept or dispute the payment transaction. The carrier may accept the transaction, not accept the transaction, or not respond to the transaction.

2.4.3.1 If the carrier accepts the transaction payment will be executed.

2.4.3.2 If the carrier does not accept the transaction, payment will be put on "hold" until DSC-RM and the carrier resolve the discrepancy.

2.4.3.3 If the carrier does not respond to the payment transaction within three (3) Government business days, payment will automatically be executed by PowerTrack. DSC-RM will adjust any offsets required after payment has been executed via the eBill process.

2.4.4 DSC-RM and the carrier are responsible for researching and resolving all discrepancies.

2.4.4.1 DSC-RM will have three (3) Government business days from the time the discrepancy is flagged in PowerTrack to respond to it. The discrepancy is flagged through the Audit Exception and Approval Request Reports.

2.4.4.2 Once resolution is achieved, the transaction or data will be correctly updated in both PowerTrack and IBS-CSS. Remarks will also be made in PowerTrack for audit control purposes. If the error pertains to the EDI 315 Transaction Set, the carrier will make the correction and annotate remarks in PowerTrack.

If the error pertains to either the booking or SI/VSI data, the DSC Booking Office will make corrections in IBS-CSS. IBS-CSS will re-price and send the updated transaction to PowerTrack.

2.4.4.3 Payment will be remitted to the carrier via Electronic Funds Transfer (EFT). (Rules governing EFT payment will be finalized with each carrier individually by U.S. Bank.)

2.4.5 In instances of carrier overpayment, lowered Government price, or where additional charges are incurred by the carrier after original payment has been executed, adjustments or off-sets will be made by DSC-RM through use of an eBill.

2.4.5.1 All eBills will require manual approval by DSC-RM for processing, to include the government's manual verification of any carrier detention charges.

2.4.5.2 Either the carrier or DSC-RM will be able to submit an eBill. Once in PowerTrack either the carrier or DSC-RM will have three (3) Government business days to respond to an eBill. If it is a carrier submitted eBill, MTMC DSC-RM has the authority to approve or dispute the offset. If DSC-RM submitted the eBill, the carrier has the authority to approve or dispute the offset.

2.4.5.3 If an eBill is disputed, the transaction will not be executed until resolution is obtained from DSC-

PAST PERFORMANCE REFERENCE INFORMATION SHEET

1. Complete name of Government agency, commercial firm, or other organization:	
2. Complete address:	
3. Contract number or other reference:	4. Date of Contract:
5. Date work was begun:	6. Date work was completed:
7. Initial contract price, estimated cost and fee, or target cost and profit or fee:	8. Final amount invoiced or amount invoiced to date:
9a. Technical point of contact (name, title, address, telephone no. and email address):	9b. Contracting or purchasing point of contact (name, title, address, telephone no. and email address):
10. Location of work (country, state or province, county, city):	
11. Description of contract work (Describe nature and scope. Attach an explanation of any performance problems or other conflicts of any performance problems or other conflicts with the customer. Describe any litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.):	
12. Current status of contract (choose one):	
Work continuing on schedule	Terminated for convenience
Work continuing, behind schedule	Terminated for default
Work completed, no further action pending or underway	Other
Work Completed, routine administrative action pending or underway	
Work completed, claims negotiations pending or underway	

**PAST PERFORMANCE REFERENCE INFORMATION
SHEET INSTRUCTIONS**

Block 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.

Block 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.

Block 3. Insert any contract number or other contract reference used by the customer.

Block 4. Insert the date on which the contract came into existence.

Block 5. Insert the date on which you started to perform the work.

Block 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.

Block 7. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.

Block 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.

Block 9a. Insert the name, title, address, telephone number, and email address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.

Block 9b. Insert the name, title, address, telephone number, and email address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.

Block 10. Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.

Block 11. Describe the nature and scope of work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the Synopsis/Solicitation. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer for which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.

Block 12. Insert an X in the block next to the choice which best describes the current status of the contract. If you select the "Other" block, provide a brief explanation.

Attachment 5

Azores Performance Requirements Summary (PRS)

Solicitation DAMT-01-02-R-00081

<u>REQUIRED SERVICE MEASURE AND</u>	<u>CONTRACT REFERENCE</u>	<u>ACCEPTABLE QUALITY LEVELS</u>	<u>METHODS OF SURVEILLANCE</u>	<u>GOV'T ACTIONS</u>
Performance Objective No. 1 Published Schedule Scheduled sail/arrival dates	3.2.1	100%	COR will monitor scheduled sail/arrival dates/All events	Require explanation and corrective action.
Performance Objective No. 2 IBS Schedule Entry Schedule	3.2.1	100%	OCCA will monitor schedule /Continuous	Require explanation and corrective action.
Performance Objective No. 6 Service Frequency Arrival dates	3.2.1	90% per year, but NTE 27 days	COR will monitor actual sail/arrival dates/All events	Require explanation and corrective action.
Performance Objective No. 7 Transit Time Transit times	3.2.1	90% per year, but NTE 14 days	COR will monitor actual sail/arrival dates/All events	Require explanation and corrective action.
Performance Objective No. 9 All Cargos Rejected booking vs. vessel capacity	3.3	100%	COR comparison	Liquidated damages, if applicable.
Performance Objective No. 12 Delivery of Containers for Loading Failure to meet booking terms Failure to meet sailing date	3.3.2	2 containers per voyage 0% deviation per voyage	COR comparison	Liquidated damages, if applicable.

Attachment 5

Azores Performance Requirements Summary (PRS)Solicitation DAMT-01-02-R-00081

<u>REQUIRED SERVICE MEASURE AND</u>	<u>CONTRACT REFERENCE</u>	<u>ACCEPTABLE QUALITY LEVELS</u>	<u>METHODS OF SURVEILLANCE</u>	<u>GOV'T ACTIONS</u>
Performance Objective No. 13 Furnished Chassis Size and number of chassis at Azores.	3.3.3	0% unless waived by the OO	MTMC terminal in Azores reports deviation to the COR	Require explanation and corrective action.
Performance Objective No. 14 POV Transport Carrier Damages	3.3.4	NTE \$500 claims per year POV owner submission of claims	Process claims.	
Performance Objective No. 16 Discharge of the Container On-time performance	3.3.5.1	100%	COR monitor	Require explanation and corrective action.
Performance Objective No. 17 Inland Delivery Service (Azores) On-time performance	3.3.5.2	100%	COR monitor	Require explanation and corrective action.
Performance Objective No. 23 Freeze Temperature Evidence of Thawing/Product Damage	3.5.1	+/-3 ⁰ of specified 0%	Maintain copies of recordings Records of spoilage	Liquidated damages
Performance Objective No. 24 Chill Temperature Product Damage	3.5.1	+/-2 ⁰ of specified 0%	Maintain copies of recordings Records of spoilage	Liquidated damages
Performance Objective No. 25 Controlled Atmosphere Evidence of spoilage at destination	3.5.1	0%	Records of spoilage	Liquidated damages
<u>REQUIRED SERVICE MEASURAND</u>	<u>CONTRACT REFERENCE</u>	<u>ACCEPTABLE QUALITY LEVELS</u>	<u>METHODS OF SURVEILLANCE</u>	<u>GOV'T ACTIONS</u>
Performance Objective No. 27	3.5.4		Records of spoilage	Liquidated damages

Attachment 5**Azores Performance Requirements Summary (PRS)****Solicitation DAMT-01-02-R-00081****Electrical Maintenance**

Evidence of spoilage or damage 0%

**Performance Objective No. 29
Container Receipt Data**

3.7.1.1

COR maintains records
submitted

Require explanation and
corrective action.

Accuracy rate of container number 100%

Accuracy of associated information 97%

**Performance Objective No. 31
Container Lift Information**

3.7.1.3

COR maintains records
submitted

Require explanation and
corrective action.

Accuracy rate of container number 100%

Accuracy of associated information 97%

**Performance Objective No. 33
Discrepancy Report**

3.7.1.3

Receipt of carrier reports with Shipping Orders/Clearance Orders and military manifests

Require explanation and
corrective action.

Discrepancies 100% performance unless waived by manifesting activity

**Performance Objective No. 38
Tracking Data**

3.7.5.2

COR maintains records
submitted

Require explanation and
corrective action.

a) Provide accurate 315 transaction set 100%

b) Submit 315 report within 24 hours of accomplishing the event. 100%

**OUTBOUND CONUS TO PORT OF
PRAIA AZORES FROM THE
FOLLOWING POINTS**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>VOLUME</u>
Atlanta Group			
Vehicles		MT	21
BALTIMORE, MD			
40' & Over (Dry)		CONT	3
Under 40' (Dry)		CONT	1
CHARLESTON, SC			
Breakbulk Cargo		MT	60
Vehicles		MT	21
HARRISBURG GROUP			
	The Harrisburg Group shall include the points of Harrisburg, PA; Mechanicsburg; and New Cumberland, PA.		
40' & Over (Dry)		CONT	71
Under 40' (Dry)		CONT	1
JACKSONVILLE, FL			
Vehicles		MT	21
NEW YORK (ZONE 2)			
	This zone shall include places within the New York Commercial Zone, including but not limited to Piscataway, NJ and S. Plainfield, NJ, and as defined by the Surface Transportation Board 49 CFR Section 1048.18, except those places defined as New York Port Area, Zone 1.		
40' & Over (Dry)		CONT	3
Under 40' (Dry)		CONT	1
40' & Over Refrigerated		CONT	1
Newport News, VA			
Vehicles		MT	21

NORFOLK PORT AREA (ZONE 1)

This Zone shall include places south of the James River Estuary within the Norfolk Commercial Zone, including Norfolk and Portsmouth.

40' & Over (Dry)	CONT	131
Under 40' (Dry)	CONT	5
40' & Over Refrigerated	CONT	1
Vehicles	MT	2200

NORFOLK PORT AREA (ZONE 2)

This Zone shall include places north of the James River Estuary in the Norfolk Commercial Zone, including Hampton Roads, Newport News and Williamsburg.

40' & Over (Dry)	CONT	103
Under 40' (Dry)	CONT	1
40' & Over Refrigerated	CONT	1
Vehicles	MT	21

PHILADELPHIA, PA

40' & Over (Dry)	CONT	3
40' & Over Refrigerated	CONT	1
Vehicles	MT	21

VALDOSTA, GA

40' & Over (Dry)	CONT	1
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POCOMOKE, MD

40' & Over (Dry)	CONT	13
Under 40' (Dry)	CONT	1
40' & Over Refrigerated	CONT	17

PUGET SOUND, WA

Vehicles	MT	21
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**INBOUND FROM PORT OF PRAIA,
AZORES TO THE FOLLOWING
CONUS POINTS**

ITEM	DESCRIPTION	UNIT	VOLUME
BALTIMORE, MD			
	40' & Over (Dry)	CONT	1
	Under 40' (Dry)	CONT	8
NORFOLK PORT AREA (ZONE 1)			
	40' & Over (Dry)	CONT	180
	Under 40' (Dry)	CONT	150
	Under 40' (Dry Recycle Material)	CONT	1
	Under 40' Tank	CONT	1
NORFOLK PORT AREA (ZONE 2)			
	40' & Over (Dry)	CONT	2
	Under 40' (Dry)	CONT	2
	Under 40' Tank	CONT	1
CHARLESTON, SC			
	40' & Over (Dry)	CONT	6
	Under 40' (Dry)	CONT	3
NORFOLK, VA (Port Area)			
	40' & Over (Dry)	CONT	7
	Under 40' (Dry)	CONT	3
	40' & Over Hazardous Waste Material	CONT	1
	Under 40' Hazardous Waste Material	CONT	1
	Breakbulk Cargo	MT	3100
	Vehicles	MT	1800

OCEAN CONTAINER:

Origin	Destination	Commodity	Container Type	Container Size	Volume
U.S. East Coast	Azores	General	Dry	Under 40 feet	1
U.S. East Coast	Azores	General	Dry	40 feet and over	1
U.S. East Coast	Azores	Refrigerated	Refrigerated	Under 40 feet	37
U.S. East Coast	Azores	Refrigerated	Refrigerated	40 feet and over	59

Note: Cargo flow is not steady throughout the year and fluctuates with highs in the May-August time frame and the Nov Pre-Christmas season. The above projections are the same for the firm year and the one-year options.